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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **WESTERN DIVISION – LOS ANGELES**

11 JAIME PLACEK,

12 Plaintiff,

13 vs.

14 CONVERGENT OUTSOURCING,
15 INC.; VELOCITY INVESTMENTS,
LLC; and DOES 1 through 10, inclusive,

16 Defendants.
17
18
19

Case No. 2:22-cv-03219-DMG-PVCx

**STIPULATED PROTECTIVE
ORDER**

1 **I. PURPOSE AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
 3 proprietary, or private information for which special protection from public disclosure
 4 and from use for any purpose other than prosecuting this litigation may be warranted.
 5 Accordingly, the parties hereby stipulate to and petition the Court to enter the
 6 following Stipulated Protective Order. The parties acknowledge that this Order does
 7 not confer blanket protections on all disclosures or responses to discovery and that
 8 the protection it affords from public disclosure and use extends only to the limited
 9 information or items that are entitled to confidential treatment under the applicable
 10 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
 11 that this Stipulated Protective Order does not entitle them to file confidential
 12 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
 13 followed and the standards that will be applied when a party seeks permission from
 14 the court to file material under seal.

15 **II. GOOD CAUSE STATEMENT**

16 This action is likely to involve trade secrets, personal identifiable information,
 17 development, commercial, financial, technical, and proprietary information for which
 18 special protection from public disclosure and from use for any purpose other than
 19 prosecution of this action is warranted. Such confidential and proprietary materials
 20 and information consist of, among other things, confidential business and financial
 21 information, information regarding confidential business practices, commercial
 22 information (including information implicating privacy rights of third parties),
 23 information otherwise generally unavailable to the public, or which may be privileged
 24 or otherwise protected from disclosure under state or federal statutes, court rules, case
 25 decisions, or common law. Accordingly, the expedite the flow of information, to
 26 facilitate the prompt resolution of disputes over confidentiality of discovery materials,
 27 to adequately protect information the parties are entitled to keep confidential, to
 28 ensure that the parties are permitted reasonable necessary uses of such material in

1 preparation for and in the conduct of trial, to address their handling at the end of the
 2 litigation, and serve the ends of justice, a protective order for such information is
 3 justified in this matter. It is the intent of the parties that information will not be
 4 designated as confidential for tactical reasons and that nothing be so designated
 5 without a good faith belief that it has been maintained in a confidential, non-public
 6 manner, and there is good cause why it should not be part of the public record in this
 7 case.

8 **III. DEFINITIONS**

9 1. Action: Jaime Placek v. Convergent Outsourcing, LLC, et al.; Case No.:
 10 2:22-cv-03219-DMG-PVC.

11 2. “CONFIDENTIAL” Information or Items: information (regardless of
 12 how it is generated, stored or maintained) or tangible things that qualify for protection
 13 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
 14 Cause Statement.

15 3. Counsel: Counsel of Record.

16 4. Designating Party: a Party that designates information or items that it
 17 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

18 5. Disclosure or Discovery Material: all items or information, regardless of
 19 the medium or manner in which it is generated, stored, or maintained (including,
 20 among other things, testimony, transcripts, and tangible things), that are produced or
 21 generated in disclosures or responses to discovery in this matter.

22 6. Expert: a person with specialized knowledge or experience in a matter
 23 pertinent to the litigation who has been retained by a Party or its counsel to serve as
 24 an expert witness or as a consultant in this Action.

25 7. Non-Party: any natural person, partnership, corporation, association, or
 26 other legal entity not named as a Party to this Action.

27 8. Party: any Party to this Action, including all of its officers, directors,
 28 employees, consultants, and retained experts.

1 9. Producing Party: a Party of Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 10. Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL.”

5 11. Receiving Party: a Party that receives Disclosure or Discovery Material
6 from a Propounding Party.

7 **IV. SCOPE**

8 The protections conferred by this Stipulation and Order cover not only
9 Protected Material (as defined above), but also (1) any information copied or extracted
10 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
11 Protected Material; and (3) any testimony, conversations, or presentations by Parties
12 or their Counsel that may reveal Protected Material.

13 Any use of Protected Material at trial shall be governed by the orders of the
14 trial judge. This Order does not govern the use of Protected Material at trial.

15 **V. DURATION**

16 Even after final disposition of this litigation, the confidentiality obligations
17 imposed by this Order shall remain in effect until a Designating Party agrees
18 otherwise in writing or a court order otherwise directs. Final disposition shall be
19 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
20 or without prejudice; and (2) final judgment herein after the completion and
21 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
22 including the time limits for filing any motions or applications for extension of time
23 pursuant to applicable law. Should the Producing Party request that any Protected
24 Material be returned or destroyed, the Producing Party, upon production, shall
25 indicate what specific Protective Material must be returned or destroyed and any such
26 Protected Material shall be produced as a separate email, attachment, package, and/or
27 file.
28

1 **VI. DESIGNATING PROTECTED MATERIAL**

2 **A. Exercise of Restraint and Care in Designating Material for**
 3 **Protection.**

4 Each Party or Non-Party that designates information or items for protection
 5 under this Order must take care to limit any such designation to specific material that
 6 qualifies under the appropriate standards. The Designating Party must designate for
 7 protection only those parts of material, documents, items, or oral or written
 8 communications that qualify so that other portions of the material, documents, items,
 9 or communications for which protection is not warranted are not swept unjustifiably
 10 within the ambit of this Order.

11 **B. Manner and Timing of Designations.**

12 Except as otherwise provided in this Order, or as otherwise stipulated or
 13 ordered, Disclosure or Discovery Material that qualifies for protection under this
 14 Order must be clearly so designated before the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic
 17 documents, but excluding transcripts of depositions or other pretrial or trial
 18 proceedings), that the Producing Party affix at a minimum, the legend
 19 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
 20 contains protected material. If only a portion or portions of the material on a page
 21 qualifies for protection, the Producing Party also must clearly identify the protected
 22 portion(s) (e.g., by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents available for inspection
 24 need not designate them for protection until after the inspecting Party has indicated
 25 which documents it would like copied and produced. During the inspection and before
 26 the designation, all of the material made available for inspection shall be deemed
 27 ‘CONFIDENTIAL.’ After the inspecting Party has identified the documents it wants
 28 copied and produced, the Producing Party must determine which documents, or

portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failures to Designate.

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges.

Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

B. Meet and Confer.

The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

1 **C. Burden of Persuasion**

2 The burden of persuasion in any such challenge proceeding shall be on the
3 Designating Party. Frivolous challenges, and those made for an improper purpose
4 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
5 expose the Challenging Party to sanctions. Unless the Designating Party has waived
6 or withdrawn the confidentiality designation, all parties shall continue to afford the
7 material in question the level of protection to which it is entitled under the Producing
8 Party's designation until the Court rules on the challenge.

9 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 **A. Basic Principles.**

11 A Receiving Party may use Protected Material that is disclosed or produced by
12 another Party or by a Non-Party in connection with this Action only for prosecuting,
13 defending, or attempting to settle this Action. Such Protected Material may be
14 disclosed only to the categories of persons and under the conditions described in this
15 Order. When the Action has been terminated, a Receiving Party must comply with
16 the provisions of section 13 below (FINAL DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a
18 location and in a secure manner that ensures that access is limited to the persons
19 authorized under this Order.

20 **B. Disclosure of "CONFIDENTIAL" Information or Items.**

21 Unless otherwise ordered by the court or permitted in writing by the
22 Designating Party, a Receiving Party may disclose any information or item designated
23 "CONFIDENTIAL" only to:

24 (a) the officers, directors, and employees of the Receiving Party to whom
25 disclosure is reasonably necessary for this Action;

26 (b) Experts (as defined in this Order) of the Receiving Party to whom
27 disclosure is reasonably necessary for this Action and who have signed the
28 "Acknowledgement and Agreement to Be Bound" (Exhibit A);

- 1 (c) the court and its personnel;
- 2 (d) court reporters and their staff;
- 3 (e) professional jury or trial consultants, mock jurors, and third-party
- 4 vendors to whom disclosure is reasonably necessary for this Action and who have
- 5 signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);
- 6 (f) during their depositions, witnesses, and attorneys for witnesses, in the
- 7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
- 8 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
- 9 not be permitted to keep any confidential information unless they sign the
- 10 “Acknowledgement and Agreement to Be Bound” (Exhibit A), unless otherwise
- 11 agreed by the Designating Party or ordered by the court. Pages of transcribed
- 12 deposition testimony or exhibits to depositions that reveal Protected Material may be
- 13 separately bound by the court reporter and may not be disclosed to anyone except as
- 14 permitted under this Stipulated Protective Order; and
- 15 (h) any mediator or settlement officer, and their supporting personnel,
- 16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 **IX. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed

19 Protected Material to any person or in any circumstance not authorized under this

20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in

21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

23 persons to whom unauthorized disclosures were made of all the terms of this Order,

24 and (d) request such person or persons to execute the “Acknowledgement and

25 Agreement to Be Bound” that is attached hereto as Exhibit A.

26 **X. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**

27 **PROTECTED MATERIAL**

28 When a Producing Party gives notice to Receiving Parties that certain

inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulative protective order submitted to the court.

XI. MISCELLANEOUS

A. Right to Further Relief

Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections.

By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

C. Filing Protected Material.

A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.

XII. FINAL DISPOSITION

After the final disposition of this Action, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other

1 format reproducing or capturing any of the Protected Material. Whether the Protected
2 Material is returned or destroyed, the Receiving Party must submit a written
3 certification to the Producing Party (and, if not the same person or entity, to the
4 Designating Party) by the 60 day deadline that (1) identifies (by category, where
5 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
6 that the Receiving Party has not retained any copies, abstracts, compilations,
7 summaries or any other format reproducing or capturing any of the Protected Material.
8 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
9 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
10 correspondence, deposition and trial exhibits, expert reports, attorney work product,
11 and consultant and expert work product, even if such materials contain Protected
12 Material. Any such archival copies that contain or constitute Protected Material
13 remain subject to this Protective Order as set forth in Section V (DURATION).

14 Any violation of this Order may be punished by any and all appropriate
15 measures including, without limitation, contempt proceedings and/or monetary
16 sanctions.

17
18 FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO
19 ORDERED.

20
21 DATED: April 11, 2023



22
23 HON. PEDRO V. CASTILLO
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of *Jaime Placek v. Convergent Outsourcing, Inc., et al.*; Case No.: 2:22-cv-03219-DMG-PVC. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action of any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: